

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-010

Agenda No. 10.J

Approved: JAN 13 2010

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY PUBLIC EMPLOYEES, INC. LOCAL 246

### COUNCIL

Offered and moved adoption of the following Resolution

**WHEREAS**, an agreement has been entered into after bargaining sessions by and between the City of Jersey City and Jersey City Public Employees, Inc., Local 246 subject to ratification by the Municipal Council of the City of Jersey City; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from July 1, 2008 through June 30, 2011

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Public Employees, Inc., Local 246; is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City

APPROVED: \_\_\_\_\_

APPROVED: B. O'Reilly  
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY  
- AND -  
JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Public Employees, Inc., Local 246 ("Local 246") have agreed constitute the successor Agreement between the City and Local 246 for the period of July 1, 2008 through June 30, 2011 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City

Except as modified herein, the existing terms and conditions set forth in the 2005 through 2008 Local 246 Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 246.

**Article 1**

Revise Paragraph A1 to reflect the addition of finance.

Remove Paragraph A7 in its entirety.

Remove Paragraph C in its entirety.

**Article 4**

Paragraph B - The number of negotiating committee members shall be reduced from five(5) to four (4).

Paragraph C is deleted in its entirety.

Paragraph D - Add new sentence as follows: Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.

Paragraph E – Revise as follows:

Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.

#### Article 9

Paragraph B shall be changed from the “Civil Service Department of New Jersey” to the “Civil Service Commission”; also fix typo in first sentence.

#### Article 11

Paragraph A shall be removed in its entirety.

Paragraph B shall be changed by deleting “Effective January 1, 2003.” This shall become Paragraph A and succeeding paragraphs shall be relettered.

#### Article 12

Delete in its entirety and insert:

- A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Business Administrator will, however, reschedule an employee’s hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.
- C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-day limit.

#### Article 17

Paragraph C – delete “with a diagnosis.”

#### Article 18

Paragraph D should be changed to "Department Director, or his designee."

Paragraph F(4) - Make Security Guards language subparagraph (a); Field Employees subparagraph (b); and Bailiffs subparagraph (c).

Paragraph F(6) – All nurses will receive one hundred thirty five dollars (\$135.00) per year for uniform allowance

#### Article 19

Paragraph C – Add "Work unit as utilized in this Article shall be defined to mean a group of employees who are qualified and experienced to perform specific tasks, e.g. tree maintenance vs. field maintenance vs. park maintenance."

Paragraph C(3) shall be deleted in its entirety.

#### Article 21

Effective January 1, 2010, delete Article 21, Part B

#### Article 23

##### Paragraph C

Step One - Delete Division Director and insert Department Director wherever the title is used.

Step Two - Delete in its entirety.

Step Three - Modify to become step Two with no other internal changes.

#### Article 24

##### Paragraph C

Step One - Delete Division Director and insert Department Director wherever the title is used.

Balance of Article remains the same, including timelines and burden of moving forward.

#### Article 25

Insert new Paragraph F as follows:

"All references to vacation time in 'Days' relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time."

Article 26

Paragraph C – Add to Section 1 “Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day and constitute cause for disciplinary action.”

Delete Paragraph C, Section 2 in its entirety.

Paragraph D, Section 3 - Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.

Paragraph D(4) – Remove the last sentence.

Article 28

Remove Paragraph A in its entirety.

Article 29

Modify as set forth below:

New Paragraph A – The City shall provide insurance coverage for its employees as set forth below:

- 1) Commencing on the effective date of this Agreement, all new hires shall be entitled to the current Direct Access or POS health insurance coverage paid for by the City. All employees shall be transferred to Direct Access or POS no later than June 30, 2010.
- 2) Employees in the Bargaining Unit shall receive a one time payment of two thousand dollars (\$2,000.00) payable in two installments of one thousand dollars (\$1,000.00) each installment, in consideration of the elimination of the Traditional Plan. The first one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. The second one thousand dollars (\$1,000.00) shall be paid not later than December 16, 2010.

Modify Paragraph C to read as follows:

The City reserves its right to change the insurance carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change.

Modify Paragraph E as follows:

The City will provide a prescription drug plan with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1000.00. (Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). Except that the first two prescriptions filled on any maintenance drug may, at the employee's option, be filled through retail pharmacy, provided that the co-pay on those first two prescriptions filled on any maintenance drug, whether that drug is over \$1000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug. Thereafter the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Paragraph F(1) – Delete in its entirety.

Paragraph F(2) – Delete “Effective January 1, 2007.”

Paragraph F(3) - Delete “For any services rendered after July 1, 1998.”

Paragraph G(1) – Delete in its entirety.

Paragraph G(2) – Delete “Effective January 1, 1997”

Paragraph H – Delete in its entirety

Insert New Paragraph H as follows:

"Employees who retire after February 1, 2011, who are themselves eligible, or their dependents are eligible to receive medical and prescription benefits in retirement shall contribute the same amount in medical and prescription deductibles, contributions and co-pays as they did on the date immediately preceding the date of their retirement. Thereafter, when increases in medical and prescription deductibles, contributions and co-pays are negotiated for active employees during any future contract negotiations, retirees who retired after February 1, 2011 shall be responsible for their then current payment on medical and prescription deductibles, contributions and co-pays plus 54% of any increases that may be negotiated for active employees in the future."

Insert New Paragraph I as follows:

"Retirees shall have an annual maximum out-of-pocket Cap of \$1,092.00 per covered person for prescription drug co-payments. Once a retiree or dependent has paid \$1,092.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments, subject to the language set forth in Paragraph H for retirees."

### Article 30

Modify Paragraph A(1) to read "Effective July 1, 2008, employees shall receive a wage increase in the amount of \$1000.00 applied to the base rate earned on June 30, 2008."

Modify Paragraph A(2) to read "Effective on July 1, 2009, employees shall receive a wage increase in the amount of \$1000.00 applied to the base rate earned on June 30, 2009."

Modify Paragraph A(3) to read "Effective on July 1, 2010, employees shall receive a wage increase in the amount of \$1000.00 applied to the base rate earned on June 30, 2010."

Paragraph B shall be modified to read "If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise."

Paragraph F shall be deleted in its entirety.

Paragraph G shall be revised to update the dates.

Paragraph H shall be revised as follows:

	<u>7/1/2008</u>	<u>7/1/2009</u>	<u>7/1/2010</u>
Full Time Nurses	\$26.74	\$27.25	\$27.76
Part Time Nurses			
0-5 Years Completed	\$27.96	\$28.47	\$28.98
6-10 Years Completed	\$28.18	\$28.69	\$29.20
11-15 Years Completed	\$28.41	\$28.92	\$29.43
16+ Years	\$28.64	\$29.15	\$29.66
L.P.N.	\$17.57	\$18.08	\$18.59

#### Article 34

Paragraph A shall be revised to remove the Telephone Reporting Unit and insert the Closed Circuit Television Unit.

Paragraph B shall be revised to include the addition of a new shift for the Call Taker Position from 5:50 p.m. to 2:00 a.m.

The City proposed staggering the shifts of Call Takers and Dispatchers with a one-half hour difference between shift start times.

The City proposes raising the number of mutual swaps in Paragraph D to twelve (12) per year as opposed to the current six (6).

Paragraph E shall be revised to include language that employees will call in single-use vacation days at least twenty four (24) hours in advance. Additionally, language shall be included that compensatory days will be mutually scheduled between management and the employee.

Article 34 will remain as status quo and will be subject to reopening at such time as the Unified Communications Center is created and becomes operational.

#### Article 35

Article 35 will remain as status quo and will be subject to reopening at such time as the Unified Communications Center is created and becomes operational.



Article 36

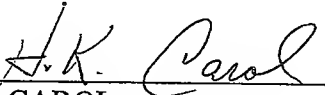
Add new paragraph I as follows: "In full settlement of any claim resulting from the former language contained in Article 26, Paragraph D, the City hereby agrees to provide a single lump sum payment of seven thousand five hundred dollars (\$7,500.00) to Local 246 in exchange for the release as previously executed regarding the settlement of said dispute."

Article 37

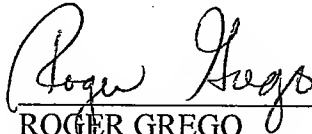
Modify to read "This Agreement shall be in force and effect as of July 1, 2008 and shall remain in effect to and including June 30, 2011 without any reopening date. This Agreement shall continue in full force and effect from year-to-year thereafter unless one party or the other gives notice in writing, no sooner than 150 days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011."

**The Parties understand that the terms of this Memorandum of Agreement will be submitted to the Division of Local Government Services.**

ATTESTED BY:

  
H. K. CAROL  
PRESIDENT, LOCAL 246

Dated: 11/16/09

  
ROGER GREGO  
ASSISTANT TO THE  
BUSINESS ADMINISTRATOR

Highlight of Tentative Agreement between the City of Jersey City and the Jersey City Public Employees, Local 246

Duration: July 1, 2008 - June 30, 2011 (3 years)

Wages:

- A) \$1,000 raise effective July 1, 2008
- B) \$1,000 raise effective July 1, 2009
- C) \$1,000 raise effective July 1, 2010
- D) \$1,000 payment (not wage increase) to be paid not later than June 17, 2010
- E) \$1,000 payment (not wage increase) to be paid not later than Dec 16, 2010

Health Care:

A) Traditional Health Care Plan ceases to exist for this Union effective July 1, 2010. Effect of this change means the current 151 members of Local 246 who are in the traditional plan will move to one of the other health care plans offered by the City. Based on the current of employees in the traditional plan, the City estimates saving approximately \$350,000 to \$400,000 annually by virtue of changing from the traditional plan to Direct Access/ other HMO's.

Additionally, new employees will not be able to opt for the traditional plan, thereby saving the City additional money in the future. This change in the contract is tied to the two (2) \$1,000 payments which Local 246 Employees will receive in June & December of 2010.

B) Future Retires (those who retire from February 1, 2011) will be subject to contribute the same amount in Medical and Prescription deductible, contributions, and co-pays as they did the date immediately preceding the date of their retirement, and thereafter be subject to 54% of any increases in these areas which would be negotiated for active employees. This change in the contract is also tied to the two (2) \$1,000 payments which Local 246 Employees will receive in June & December of 2010.

C) Effective June 1, 2010, there will be prescription co-pay for mail order drugs. This shall result in additional money saved by the City by virtue of the co-payment and additional migration from Brand Name drugs (higher co-pay but higher cost to City) to Generic drugs (lower co-pay but cheaper to City).

Additionally, for retail prescriptions costing \$1,000 or more, there will be a co-pay of \$100 instead of the current \$20; for mail order prescriptions costing \$1,000 or more, the co-pay

will be \$50 per 30-day supply, meaning \$150 for a typical 90-day mail order supply. Currently as mentioned before, there is a zero co-pay for all mail order prescriptions.

Personal Business Day:

All employees will receive three (3) personal business days. Currently, these employees hired after November 26, 1991 receive two (2) personal business days. This change will give approximately 450 members an additional personal business day each year, effective in 2010.

**AGREEMENT**  
**BETWEEN**  
**CITY OF JERSEY CITY**  
**and**  
**JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246**  
**JULY 1, 2008 THROUGH JUNE 30, 2011**

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## **PREAMBLE**

**THIS AGREEMENT** entered into as of this \_\_\_\_ day of \_\_\_\_, 2010, subject to Union membership ratification and approval of the Municipal Council, by and between the City of Jersey City, in the County of Hudson, State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and Jersey City Public Employees, Inc., Local 246 (hereinafter called the "Union"), represents the complete final understanding on all bargainable issues.

**WHEREAS**, the parties have negotiated for the purpose of entering into a Collective Bargaining Agreement

**NOW, THEREFORE**, it is agreed as follows:

## **ARTICLE 1** **RECOGNITION**

A. The City hereby recognizes the Union as the exclusive representative on behalf of the following employees in the City's employ in accordance with the designated jurisdiction of the said Union.

1. Department of Administration/Finance/Mayor's Office;
2. Department of Law (non-professional employees only);
3. Department of Fire (non-uniformed employees only);
4. Department of Police (non-uniformed employees only);
5. Department of Health and Human Services (except Rodent Control);
6. Department of Housing, Economic Development and Commerce;
7. Office of the City Clerk;
8. Office of the Tax Assessor.

B. Excluded from this unit shall be employees statutorily excluded by the New Jersey Employer-Employee Relations Act, those represented in other bargaining units, and all employees working less than twenty (20) hours per week.

C. It is agreed that employees who are transferred into departments or divisions for which Local 246 is not the exclusive representative shall cease to be members of Local 246 and shall become members of that union, if any, covering the employee in the department or division into which the employee has been reassigned.

## **ARTICLE 2** **MAINTENANCE OF STANDARDS**

A. All conditions of employment contained in this Agreement relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be modified wherever specific provisions for modification are made in this Agreement.

B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

### **ARTICLE 3**

#### **INCENTIVE SYSTEMS**

The City shall have the right to institute productivity incentive programs, provided that the Union is given notice and their right to negotiate. No employee's pay shall be diminished by the institution of any such program.

### **ARTICLE 4**

#### **UNION REPRESENTATIVES**

A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representatives enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises, notice shall be given within a reasonable time, and there shall be no interference with the normal operations of the business of the City government, or normal duties of employees.

B. When the parties mutually determine that a negotiation session shall be scheduled during the work day, authorized Union negotiating committee members, not to exceed four (4), shall be excused from their normal duties and shall suffer no loss in regular pay thereby.

C. Two (2) members of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees. Any employee attending such meeting or Legislative Session shall provide written proof of attendance upon his/her return to work.

D. Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.

E. The President of the Union or his designee, although his primary obligation shall be to his job, shall be given reasonable time off from his normal duties to pursue Union business on behalf of members of the bargaining unit. The Union President shall first report to his Division or Department Director.

### **ARTICLE 5. PART A**

#### **RETIREMENT AND TERMINAL LEAVE-INCUMBENT EMPLOYEES**

A. Employees shall retain all pension rights under the Ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. Members of the bargaining unit who retire on a currently paid, or deferred, pension under the Employees' Retirement System of Jersey City (ERS) or the Public Employees' Retirement System (PERS), shall receive a mandatory lump sum cash payment in lieu of time off



for unused vacation time, unused sick time and unused personal time, in accordance with the conditions set forth below.

1. Beginning on the date of execution of this Agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

2. In the event an employee suffers a bona fide long term illness and has attained ten (10) years of service in the employ of the City prior to incurring such illness, he may apply to the review committee to restore up to thirty (30) days of sick leave used thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his decision shall be binding. Long term "bona fide" illness shall mean only those illnesses or injuries that result in use of forty-five (45) consecutive sick days.

C. In the event an employee eligible for retirement dies prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee, The phrase "eligible for retirement" means only those employees who have attained ten (10) or more years of credited service in either the ERS or PERS pension systems.

D. In the event of death, all unused sick time, for the year of death only shall be prorated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement

E. All vacation time not granted an employee shall be paid to the estate in the event of his death, to include vacation time for the year of his death.

#### **ARTICLE 5. PART B** **RETIREMENT AND TERMINAL LEAVE - NEW HIRES**

Notwithstanding anything contained in this Agreement to the contrary, the following Retirement and Terminal Leave Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining unit after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits employed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Retirement and Terminal Leave for new hires employed after November 26, 1991 shall be as provided in Article V, Part A except Paragraph B.1 is amended to read as follows:

B.1 Sick leave payment shall be calculated at fifty (50%) percent of all unused sick leave days between 1 (one) through 150 (one-hundred fifty) days and sixty (60%) percent for all unused sick leave days above 150 (one-hundred fifty) days.

In all other respects the terms and conditions of Retirement and Terminal Leave for incumbent employees shall apply to employees hired into this unit after November 26, 1991.

## **ARTICLE 6**

### **EXTRA CONTRACT AGREEMENTS**

The City agrees not to enter into any other agreement or contract with its employees, as defined in Article I of this Agreement, individually or collectively, which in any way conflicts with the terms, intent and provisions of this Agreement.

## **ARTICLE 7**

### **NON-DISCRIMINATION**

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or in refraining from activity on behalf of the Union.

## **ARTICLE 8**

### **LEAVE OF ABSENCE**

A. The City, in its sole and exclusive discretion, may grant the privilege of an unpaid leave of absence for good cause to permanent employee for as period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on a continuous basis for at least two (2) years. An employee who desires a leave of absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave, setting forth (1) the reason for the leave of absence and (2) the reason for the length of the time requested. A leave of absence shall not be granted in order for an employee to work at another job, except if the other job is within the organization of the City of Jersey City. The phrase "organization of the City of Jersey City" does not include, and shall not be construed to include, autonomous agencies of the City of Jersey City. In the event an employee on leave of absence is found to be working at another job, the approval for the leave of absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.

B. Such leaves of absence may be renewed for good cause for an additional period not to exceed six (6) months upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole exclusive discretion of the City.

## **ARTICLE 9**

### **MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of the State of New Jersey and of the United States, and the rules and regulations of the Civil Service Commission.

C. The City shall have the exclusive right to install and introduce any new or improved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right to direct and control its working force personnel, to determine the number of employees required and to designate the types of positions it deems necessary to function properly. Prior to the implementation thereof, the City shall discuss the proposed changes with the Union.

#### **ARTICLE 10** **DISCIPLINARY ACTION**

A. The City hereby agrees not to take disciplinary action against any employee except for just cause. In the event that a permanent employee is the subject of major discipline as defined by N.J.A.C. 4A:2-22, that employee shall have the right to a departmental hearing, and to appeal therefrom to the Merit System Review Board. If no appeal to the Merit System Review Board is available on jurisdictional grounds, then the matter may be appealed to arbitration by initiating as grievance at Step 4 of the Contractual Grievance Procedure in accordance with the terms thereof.

B. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under usual circumstances, agrees to give the Union one (1) day's notice prior to the suspension of an employee.

#### **ARTICLE 11** **BEREAVEMENT LEAVE**

A. In the event of a death in the eligible employee's immediate family the employee shall be entitled to time off with pay for a period of four (4) work days beginning from the day of death.

B. Immediate family, for purposes of this Article, shall be defined as follows; husband, wife, mother, father, son, daughter, stepchildren, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law.

C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse, or any relative residing in the employee's household, other than those relatives listed in paragraph B, above.

D. Reasonable verification of the event shall be required.

**ARTICLE 12**  
**MILITARY LEAVE**

A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.

B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Business Administrator will, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.

C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-day limit.

**ARTICLE 13**  
**BULLETIN BOARDS**

The City shall permit the installation of bulletin boards at the expense of the Union should the Union decide to use as bulletin board other than the one provided by the City the Director of the Department shall determine the exact locations and sizes of the boards to be installed.

**ARTICLE 14**  
**DUES CHECK-OFF REPRESENTATION FEE**

A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards, the same to be deemed authorization to deduct dues once as month, and shall remit the dues deducted to the Treasurer of the Union monthly.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following the pay period in which the deductions were made.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City as copy of the resolution adopted by the Executive Board for the said increase in due prior to the effective date of an such change.

D. The Union will provide as copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union, prior to January 1 and July 1 of each year, as list of any employees requesting the termination of dues check-off.

F. Representation Fee.

1. Purpose of Fee. If any eligible member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee.

a. Notification. Prior to the beginning of each membership year, the Union will notify the City, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as the majority representative, the representation fee should be equal In amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said; increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee.

(a) Notification. The City will notify the Union upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph b below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(b) Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

(c) Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from; the last paycheck paid to said employee during the membership year in question.

(d) Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership

dues to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(e) Changes. The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City receives said notice.

(f) New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3a above.

4. Indemnification. The Union, in exchange for implementation of said Agency Shop, hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

## ARTICLE 15 HOURS AND OVERTIME

### A. Work Hours.

1. For all full-time blue collar employees, the regular work week shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) lunch period per day. All full time white collar employees shall have a work week of thirty-seven and one-half (37 ½) hours in any five (5) days, thirty-two and one-half (32 ½) working hours and one (1) one hour lunch period per day. All employees shall have two 15 minute coffee breaks per day, one in the morning and one in the afternoon but shall not be combined, carried over from day to day or used for any other purpose or consideration such as lateness, leaving early or otherwise. The time for the coffee breaks shall be determined and assigned by management and shall be subject to being changed at management's discretion.

2. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days.

3. Notwithstanding anything contained in this Agreement to the contrary, the following section shall apply to all those hired by the City into this bargaining unit after November 26, 1991, unless any employee was demoted or transferred from another City bargaining unit after November 26, 1991:

The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days. The City further reserves the right to place blue collar employees hired after November 26, 1991 on a schedule of any eight (8) consecutive hours in the workday, and to place white collar employees hired after November 26, 1991 on a schedule of any seven (7 ½) hours in the workday. If the City is unable to fulfill its operational and staffing requirements within a given

title with employees that were hired after November 26, 1991, additional employees within the required title will be assigned by the City in accordance with the following procedure:

(a) Employees holding the required title or job skills needed to perform the required work will be asked to volunteer for the altered work schedule and those employees that volunteer will be assigned in order of seniority.

(b) If the needed number of employees to be assigned to the altered work schedule exceeds the required amount from the request for volunteers, the City will assign those employees holding the required job title or job skill needed to perform the work based upon seniority,

(c) If the needed number of employees to be assigned to the altered work schedule does not result from the request for volunteers, the City will assign those employees holding the required title or job skills needed to perform the work based upon inverse seniority.

It is understood that if an employee with special skills is needed to perform required work during the alternate work schedule, the City will have the prerogative to assign that skilled employee without regard to seniority.

**B. Housing Code Enforcement Unit Employees.**

Notwithstanding anything contained herein above to the contrary, the City shall solicit and assign volunteers to work weekends, and after exhausting such volunteers, shall assign weekend work in reverse order of seniority to Housing Code Enforcement Unit employees.

1. (a) The regular work hours each day shall be consecutive except for interruption for lunch period and coffee breaks. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods and coffee breaks.

(b) Employees assigned to the field shall take their lunch break at or in the immediate vicinity of their work site. This shall not be interpreted so as to require the employee to work during his lunch period.

2. Except for emergency situations, work schedules shall not be changed unless the Union is notified of such intended change and the City and the Union agree to negotiate with regard to such change. Notice of any intended change shall be given the Union one (1) week prior to the intent to make such change. No unilateral implementation of changes in work schedules shall take place until the negotiations have resulted in true impasse.

**C. Overtime.**

1. Employees who are authorized to work in excess of their regularly scheduled work week shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half, except Sunday which will be paid at double time (2x).

For purposes of determining "hours worked," vacation leave with pay, personal business days with pay, and paid holidays will count. All other time, whether with or without pay, shall not count as hours worked.

For purposes of determining the days of the week relative to the forty (40) hour threshold, the work week will start on Monday and end on Sunday.

2. Any employee who is required to work on a holiday shall receive triple time regardless of whether the forty (40) hour threshold is reached.

3. Employees who are required to work overtime for snow removal duty shall be compensated at double time for such duty regardless of whether the forty (40) hour threshold is reached.

4. Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate, provided, however, that the City shall have the right to retain the employee for the four (4) hours.

If the City, in its sole and exclusive discretion permits the recalled employee to return home prior to the expiration of the four (4) hour period, that employee shall not qualify for an additional four (4) hours of recall pay in the event another emergency call is received within the initial four (4) hour period which necessitates that employee's return to duty to attend to the emergency.

An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.

5. Hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1827 hours for thirty-five (35) hours employees. Effective January 1, 1995 hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1957.5 hours for thirty-seven and one-half (37 ½) hour employees.

6. Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.

7. There shall be no compensatory time given in lieu of work that can be considered overtime.

8. The City shall distribute pay checks by 3:00 p.m. on pay day, barring any unusual circumstances. The City will notify the Union prior to scheduling overtime whenever possible.

9. Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.



10. All changes in overtime pursuant to this Agreement shall be effective with the pay period following the date of execution hereof.

D. Shift Differential.

1. Employees who work on a shift schedule between 4:00 P.M. and 8:00 A.M. shall receive a differential for each hour between 4:00 P.M. and 8:00 A.M. of thirty cents (\$.30) per hour. In order to qualify for the shift differential, the employee's entire shift must have been worked between the hours of 4:00 P.M. and 8:00 A.M.

2. Effective January 1, 1997, employees who work on a shift that starts between 12:00 noon and 5:00 A.M. shall receive a differential for each hour of their shift of forty cents (\$.40) per hour. In order to qualify for the shift differential, the employee's shift must have started at a time between 12:00 noon and 5:00 A.M. It is understood that employees whose shifts start at 5:01 A.M. through 11:59 A.M. shall not receive shift differential for any hour of their shift.

**ARTICLE 16**  
**LONGEVITY**

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	200.00
After ten (10) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	800.00
After twenty-five (25) years of service	1,000.00
After thirty (30) years of service	1,200.00

C. Any employee whose anniversary date falls prior to October 31 shall receive longevity credit for the entire year. If the anniversary date falls on or after November 1, the employee shall receive credit commencing the next January 1<sup>st</sup>.

**ARTICLE 17**  
**HOLIDAYS**

A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
General Election (November) Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

C. Each of the fourteen (14) holidays shall only be recognized and paid as holidays for those employees who: (a) actually work on their work days immediately preceding and following the holiday; or (b) are on an approved annual leave day, personal business day, jury duty or bereavement leave; or (c) are on a paid sick day supported by a doctor's note; or (d) any combination of a, b, or c. Any other exceptions will result in a failure to be paid for the Holiday.

D. If an employee has a work week other than Monday through Friday and a holiday falls on the employee's regular day off, the employee shall be entitled to a compensatory day in lieu of the holiday. Such compensatory day is to be scheduled with the agreement of management.

E. Effective December 31, 1995, part-time nurses, will no longer receive holiday pay as part of a bi-weekly check. Instead, their amount of holiday pay will be calculated as follows:

(1) take the number of days worked per week and divide by the number of workdays per week; (2) take the result of calculation No. 1 and multiply by the length of the work day; (3) take the result of calculation No. 2 and multiply by the number of holidays provided; (4) take the result of calculation No. 3 and multiply by the portion of the year worked; (5) take the result of calculation No. 4 and multiply by the hourly pay rate in effect as of December of the prior calendar year.

Illustration: Part time nurse who worked 3 days per week, 6 hours per day, who took a three (3) month leave of absence and earns \$20.81 per hour as of January 1, 1997.

(1) 3 days worked per week divided by 5 in a work week = .6; (2) .6x 6 hours in a work day = 3.6; (3) 3.6 x 14 holidays per year = 50.4; (4) 50.4 x .75 (portion of year worked) = 37.8; (5) 37.8 x 20.21 (hourly rate as of December 31, 1996) = \$763.94.

F. Part-time nurses will receive a separate check for holiday pay during January of the succeeding calendar year. The hourly rate utilized in determining holiday pay will be the hourly rate in effect as of December 31 of the preceding calendar year.

G. Part-time nurses leaving the employ of the City will receive a prorated share of the Holiday Pay in a separate check. The prorated amount will be determined by the amount of full months worked in the year of departure.

**ARTICLE 18**  
**HEALTH AND SAFETY**

A. First Aid. The City will provide first aid equipment and necessary supplies in convenient and appropriate locations in all buildings and areas where employees are assigned to duty.

B. Vehicle Safety Conditions.

1. All vehicles and equipment shall conform to all safety conditions and State regulations. Said vehicles shall be in safe and operable condition. No employee shall operate any unsafe vehicle declared unsafe by Director of Automotive Services or his qualified representative.

2. It shall be the obligation of each employee to immediately report any damage or malfunction of the vehicle assigned to the employee to their immediate supervisor and/or the motor pool.

C. Sanitary Conditions. The City shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.

D. The City will make every effort to provide for the safety of its employees, and, at the discretion of the Department Director, or his designee will, where necessary, send two (2) employees into dangerous work situations.

E. When temperatures reach extremes which make it dangerous to employees health, employees shall be permitted to take a reasonable break for recuperative purposes at the discretion of the Director. Building closings under this paragraph shall be at the discretion of the Business Administrator of the City.

F. Uniforms.

1. Any employee required by management to wear a laboratory coat in the performance of duty shall be reimbursed on a voucher system up to \$50 per summer and \$50 per winter for a total of \$100 per year.

2. All employees who are provided the uniforms must report to work in proper uniform. Failure to wear the uniform may result in the employee not being permitted to work and being docked for the day.

3. All City supplied uniforms are to be turned in at severance for any reason.

4. a. Security guards will be provided by the City with two (2) sets of uniforms;

b. Field employees who are so designated by management will be provided with three (3) shirts and three (3) pants every two (2) years and a winter jacket every three (3) years;

c. Bailiffs shall continue the current practice of having uniforms supplied by the City.

5. Effective and retroactive to January 1, 2006, and payable in January of each year, each employee required to wear a uniform will receive a clothing maintenance allowance of seventy-five (\$75.00) dollars per year. In order to receive the clothing maintenance allowance, an employee must be actively on the payroll as of the January 1 of the year in which the allowance is being paid except that employees who have been on a leave of absence, extended sick leave, and/or sick-no-pay, absent-no-pay, or any combination thereof, (excluding statutory leaves and workers compensation injury) for a period of time, that in the aggregate, exceeds ninety (90) work days during the calendar year preceding the January 1 on which the uniform allowance is being paid, shall not be entitled to that full uniform allowance payment even if actively on the payroll on January 1 but shall have their uniform allowance prorated based on each full month they have been actively at work during the preceding calendar year.

6. The uniform allowance for nurses will be one-hundred thirty five dollars (\$135.00) per year.

#### **ARTICLE 19** **SENIORITY**

A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of drawing by lot.

C. One (1) seniority list shall be established for each work unit and another seniority list shall be established for the entire bargaining unit. Work unit as utilized in this Article shall be defined to mean a group of employees who are qualified and experienced to perform specific tasks, e.g. tree maintenance vs. field maintenance vs. park maintenance. Each list shall be subject to approval by the Union.

1. In cases of layoffs and demotions, the bargaining unit seniority list shall be utilized as one factor, along with ability to perform any job titles.

2. Vacation schedules shall be arranged in accordance with the work unit seniority list.

D. Employees shall be permitted to bid for changes of work shift, when an individual vacancy arises within the work unit. Management shall have the final decision regarding such changes, after giving consideration to seniority as one of the factors to be considered.

#### **ARTICLE 20** **CHANGES, SUPPLEMENTS OR ALTERATIONS**

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing to open negotiations on the matters in issue. Any

modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

## **ARTICLE 21**

### **PERSONAL DAYS**

A. Effective January 1, 2010, each employee in the bargaining unit shall be entitled to three (3) personal business days per annum, which shall accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.

B. No employee shall be entitled to accumulate or utilize these days until they have completed six (6) months of service with the City.

## **ARTICLE 22**

### **NO STRIKE PLEDGE**

A. The union covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the employer.

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the employer.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

## **ARTICLE 23**

### **NON-CONTRACTUAL GRIEVANCE PROCEDURE**

A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as an observer at any hearing on the individual's grievance.

B. Definition. The term "grievance" used herein means any controversy arising over the application of City policies or administrative decisions to the terms and conditions of employment of employees covered by this Agreement.

C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving non-contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One.

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. A failure to render a timely decision in writing shall constitute a denial of the grievance. .

2. Step Two.

(a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. A failure to render a timely decision in writing shall constitute a denial of the grievance. The decision of the Business Administrator shall be final, as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other rights of appeal it may have.

**ARTICLE 24**  
**CONTRACTUAL GRIEVANCE PROCEDURE**

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present, as an observer at any hearing on the individual's grievance.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms of this Agreement.

C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One.

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. The grievance shall state the specific contract provision or policy that is alleged to have been violated, the name of the grievant, the nature of the claimed loss, and the remedy sought. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. A failure to render a timely decision in writing shall constitute a denial of the grievance.

2. Step Two.

(a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. A failure to render a timely decision in writing shall constitute a denial of the grievance.

3. Step Three.

(a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the P.E.R.C. Failure to file the request for arbitration with P.E.R.C. within the ten (10) day period shall constitute an abandonment of the grievance.

(b) However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Union shall pay all costs incurred by the City in processing the matter to arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. Any award rendered by an Arbitrator shall be subject to de novo review by the Courts and shall be upheld only if there was clear and convincing evidence in the record before the Arbitrator in support of the award.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on all parties.

D. Miscellaneous Provisions.

1. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

**ARTICLE 25. PART A**  
**VACATIONS - INCUMBENTS**

A. All permanent employees shall be entitled to the following vacations:

**Amounts of Service**

**Vacation Days**

Up to the end of the 1st calendar year of employment

1 working day for each month

1<sup>st</sup> full calendar year of service

12 working days

2 to 5 years of service

17 working days

6 to 10 years of service

20 working days

11 to 15 years of service

25 working days

16 years and over

30 working days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service

1 working day for each month (not to exceed 10 working days)

Every year thereafter

10 working days only.



C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days the employee has due.

E. Effective January 1, 2003, in any calendar year, employees shall be entitled to use not more than five (5) working days of vacation as half vacation days.

F. All references to vacation time in 'Days' relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time.

**ARTICLE 25. PART B**  
**VACATIONS – NEW HIRES BETWEEN NOVEMBER 26, 1991**  
**AND DECEMBER 31, 1996**

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Vacations for new hires employed between November 26, 1991 and December 31, 1996 shall be as follows:

A. The following vacation schedule shall apply for those hired into this unit between November 26, 1991 and December 31, 1996.

**Amount of Service**

Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 yrs. of service	15 days
6 to 10 yrs of service	18 days
11 to 15 yrs. of service	22 days
16 and greater yrs. of service	25 days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit between November 26, 1991 and December 31, 1996.

**Article 25. Part C**  
**VACATIONS -NEW HIRES AFTER DECEMBER 31, 1996**

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after December 31, 1996, provided that any employee demoted or transferred from other City bargaining units after December 31, 1996, who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit,

Vacations for new hires employed after December 31, 1996 shall be as follows:

A. The following vacation schedule shall apply for those hired into this unit after December 31, 1996:

**Amount of Service**

Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 yrs. of service	13 days
6 to 10 yrs of service	15 days
11 to 15 yrs. of service	18 days
16 and greater yrs. of service	20 days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit after December 31, 1996.

**ARTICLE 26**  
**SICK LEAVE**

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. **Amount Sick Leave.**

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.

4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment, not to exceed ten (10) work days, and then ten (10) working days for each calendar year thereafter.

5. Paragraph 2 and 3 of this Section B shall apply to permanent and temporary employees.

C. Reporting of Absence on Sick Leave.

1. If any employee is absent for reasons that entitle him to sick leave, the employee's Division Director or his designee shall be notified by the employee within thirty (30) minutes after starting time. Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day and constitute cause for disciplinary action.

2. Absence without notice or absence without authorized leave for five (5) consecutive days shall constitute a resignation.

3. Employees on sick leave for a duration of one (1) or more consecutive work days through ten (10) consecutive work days must notify their Division Director, or his designee, on a daily basis. After exceeding ten (10) consecutive work days on sick leave, an employee must notify their Division Director, or his designee, on every Monday (or Tuesday if Monday is a holiday) as to their continuance of sick leave.

D. Verification of Sick Leave.

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above cause for disciplinary action under the guidelines herein set forth. The City shall have the right to direct an employee on sick leave to its medical provider for physical examination.

3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health. Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeopardize the health of other employees.

## **ARTICLE 27**

### **PROMOTIONAL ANNOUNCEMENTS**

- A. Notice of examinations for promotional jobs or promotions shall be posted on all bulletin boards, and a copy shall be forwarded to the Union President.
- B. Promotions shall be made in accordance with Civil Service Law.
- C. Examinations shall be conducted in accordance with Civil Service procedures.

## **ARTICLE 28**

### **OUT-OF-TITLE AND TEMPORARY APPOINTMENTS**

A. Out-of-Title Work. Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five dollars (\$5.00) for each full day of such "out-of-title" service. In order to qualify for "out-of-title" pay, the employee's division director or his or her designee must assign and approve the higher title work prior to performance of such work.

## **ARTICLE 29**

### **INSURANCE, HEALTH AND WELFARE**

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth.

- 1) Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than June 30, 2010.
- 2) All Employees in the Bargaining Unit who were on the payroll as of the date of contract ratification shall receive a payment of two thousand dollars (\$2,000.00) even though the payment of the two thousand dollars (\$2,000.00) is deferred as follows. The first one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. The second one thousand dollars (\$1,000.00) shall be paid not later than December 16,

2010. These payments are in consideration for all employees in the Unit leaving Traditional Coverage by July 1, 2010.

B. The City shall provide life insurance in the amount of fifteen thousand dollars (\$15,000.00) and accidental death and dismemberment insurance in the amount of fifteen thousand dollars (\$15,000.00) for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to ten thousand dollars (\$10,000.00).

C. Hospitalization. The City reserves its right to change the insurance carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change.

D. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death, or property damage, arising out of or in the course of their employment, and the City shall pay and satisfy all judgments, against said employees from such claims.

E. Effective June 1, 2010, the City will provide a prescription drug plan with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1000.00. (Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that

drug is over \$1000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

F. The following with respect to dependent coverage will apply to employees hired into this bargaining unit on or after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units on or after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit will not lose prescription coverage for their dependents provided the employee's dependents were covered by the City's prescription plan prior to the employee becoming a member of this bargaining unit:

1. The City will provide a prescription plan for employees only in accordance with the terms of this Article.
2. No coverage will be provided at the City's expense on behalf of dependents of the employee.

G. 1. The City will provide an optical plan to employees and their dependants to a maximum reimbursement of one-hundred dollars (\$100.00) per year.

2. Only those employees submitting a request for reimbursement within ninety (90) calendar days of receipt of the service shall be eligible for reimbursement.

H. The City will maintain the current dental program for the life of this Agreement for all employees, that is coverage for employees and their dependents.

I. Employees who retire on or before February 1, 2011, who are eligible to receive medical and prescription benefits in retirement shall contribute the same amount in deductibles, contributions and prescription co-pays as they did on the date immediately preceding the date of their retirement.

Thereafter, when increases in deductibles, contributions, and prescription co-pays are negotiated for active employees during any future contract negotiations, retirees who retired after February 1, 2011 shall be responsible for their then current payment on deductibles, contributions and prescription co-pays plus 54% of any increases that may be negotiated for active employees in the future.

J. Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.

### ARTICLE 30 WAGES

A. Wage rates and salaries for all full time employees within the bargaining unit shall be paid in accordance with the following schedule:

1. Effective July 1, 2008, employees shall receive a wage increase in the amount of One Thousand dollars (\$ 1,000.00) applied to the base rate earned on June 30, 2008.

2. Effective July 1, 2009, employees shall receive a wage increase in the amount of one- thousand dollars (\$1,000.00) applied to the base rate earned on June 30,, 2009:

3. Effective July 1, 2010, employees shall receive a wage increase in the amount of one- thousand dollars (\$1,000.00) applied to the base rate earned on June 30, 2010

4. Wage increases for pad time employees shall be pro rated in accordance with existing past practice.

B. If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise.

C. If an employee is on extended leave, his check may be mailed upon written authorization from the employee.

D. Any error in an employee's paycheck of one day's pay or more shall be corrected by a supplemental check within eight (8) days.

E. 1. The City will conduct a study to determine the feasibility of instituting a wage progression schedule which would include a minimum, incremental steps, and maximums. The results of the study will be discussed with the Union.

2. The City agrees to form a committee which will study the inequities of the present minimum/maximum salary structure. The committee will be responsible for making recommendations toward solving the inequities therein.

3. The results of the studies to be conducted by the City under this Article shall be discussed with the Union within six (6) months of the date of this Agreement.

F. 1. Wage Increases. The wage increases set forth in this contract shall only be paid to those Local 246 employees on the payroll on the effective date of any wage increase provided for in this agreement. Any employee who is promoted to a JCSA position, or who moves to a position represented by Local 245 shall be entitled only to the raise set forth in this Agreement during the twelve (12) months following the effective date of any raise set forth herein. Employees who have retired from a Local 246 recognized title on current paid or deferred pensions, shall be paid any wage increase provided for in this agreement that is effective before their retirement date.

G. For all nurses, hourly rates of pay shall be as set forth in the following guide:

	<u>7/1/2008</u>	<u>7/1/2009</u>	<u>7/1/2010</u>
Full Time Nurses	\$26.74	\$27.25	\$27.76
Part Time Nurses			
0-5 Years Completed	\$27.96	\$28.47	\$28.98

6-10 Years Completed	\$28.18	\$28.69	\$29.20
11-15 Years Completed	\$28.41	\$28.92	\$29.43
16+ Years	\$28.64	\$29.15	\$29.66
L.P.N.	\$17.57	\$18.08	\$18.59

### **ARTICLE 31** **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations

### **ARTICLE 32** **SAVINGS CLAUSE**

If any provision of this Agreement is found to be invalid by Legislation, by a Court or Administrative Agency, of competent authority, it shall be deleted from the contract, and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

### **ARTICLE 33** **TRANSPORTATION EXPENSE REIMBURSEMENT**

Reimbursement for transportation expenses under the increased rates provided for in Sections A, B, C, and D of this Article, shall be effective on January 1, 2007. Reimbursement rates through December 2006 will be those rates contained in the previous contract covering the period July 1, 2002 through June 30, 2005. Reimbursement will only be made on a monthly basis, provided that signed vouchers by the Department Director accompany the requests.

**A. Six Dollars and Sixty Cents (\$6.60) a Day.**

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes less than six (6) stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. The above rate maybe combined with the rate of Twelve Dollars and Fifty Cents (\$12.50) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

**B. Thirteen Dollars and Seventy-Five Cents (\$13.75) a day.**

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle



the employee makes six (6) or more stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. This rate may be combined with the rate of Six Dollars and Sixty Cents (\$6.60) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

C. One Hundred and Thirty -Two Dollars (\$132.00) Per Month.

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or less stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of One Hundred and Thirty-Two Dollars (\$132.00) a month. Only those employees included in the Department Director's list of authorized personnel shall be eligible for the One Hundred and Thirty-Two Dollar (\$132.00) monthly reimbursement.

3. Daily deductions in the amount of \$6.60 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

D Two Hundred and Seventy-Five Dollars (\$275.00) Per Month.

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City business and that when they use their vehicle the employee makes seven or more stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the department Director and the Business Administrator.

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of Two Hundred and Fifty Seven-Five Dollars (\$275.00) a month. Only those employees included in the Department Director's list of

authorized personnel shall be eligible for the Two Hundred and Seventy-Five Dollar (\$275.00) monthly reimbursement.

3. Daily deductions in the amount of \$13.75 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

#### **ARTICLE 34**

#### **POLICE DEPARTMENT EMPLOYEES WORKING ROTATING SHIFT SCHEDULES**

A. For the purpose of this Article, "Employees" are those who work in the following areas of the Department of Police and also work a rotating shift schedule (5-2, 5-3, or 5-2, 5-2, 4-3):

- (1) Communications Center
- (2) Closed Circuit Television Unit
- (3) Bureau of Criminal Investigation
- (4) Criminal Justice Information System

Other areas may be added as changes in the operation are effectuated.

B. Work Week & Overtime.

Employees shall work the following schedule based upon a five (5) day on/two day off-five day on/three (3) day off or a five (5) day on/two (2) day off-five day on/two (2) day off-(4)four day on/three day off rotation. The shifts are:

Six-fifty (6:50) A.M. to Three (3:00) P.M.  
Two-fifty (2:50) P.M. to Eleven (11:00) P.M.  
Ten-fifty (10:50) P.M. to Seven (7:00)

Effective January 1, 2010, at Managements' discretion, Call Takers may be assigned to a shift from Five-Fifty (5:50) P.M. to Two (2:00) A.M.

Notwithstanding the times set forth above, the shift start times for Call Takers and Dispatchers shall be staggered to take effect thirty (30) minutes apart.

This schedule will be used to accomplish the twenty-four (24) hour per day, seven (7) days per week uninterrupted service required within this work unit. All other provisions regarding over-time as set forth in Article 15 (Paragraph B) only shall be applicable to these employees as well.

By virtue of working this schedule, employees are deemed to be on a forty (40) hour per week schedule, whose hourly rate is determined by using a divisor of 2088 hours.

When Overtime is required, those employees who are currently on the shift will be asked first; a Voluntary List will be utilized. If stations are not fully manned, overtime becomes mandatory for those on current shift, with the least senior person first, next senior person second, etc. on a rotating basis. No one shall be required to work a triple shift,

C. Lunch.

Lunch will be Forty (40) Minutes.

D. Mutual Swaps.

Effective January 1, 2010, Mutual Swaps will be limited to twelve (12) per year.

Swaps to be reimbursed within one (1) month of each swap. A Three (3) Day Notice will be required on all swaps, indicating when Swap will be paid back. All Swaps must be approved by (Communication bureau Commander).

E. Call In.

Employees will be required to call in exceptions (Sick and Personal Days) at least four (4) hours prior to starting time. Employees will be required to call in single-use vacation days at least twenty four (24) hours in advance. Compensatory days shall be mutually scheduled between Management and the Employee.

F. Holidays.

Holidays for employees will be those set forth in Article 17, Paragraph A and Paragraph d only. If a Holiday falls on a regularly scheduled workday, and the employee is required to work on that day, the employee shall receive double time for that day. If an employee is required to work on a Holiday that is that employee's regular day off, the employee will receive triple time for that day. For the purpose of this Article, Holidays to be paid is the actual day of the Holiday even if it falls on a Saturday or Sunday.

G. Personal Days and Comp Days.

Personal Days are not to be used consecutively and not to be used the day before or the day after a Holiday, Vacation, etc.

H. Vacations.

All Vacation requests are to be submitted by April 15th, and will be given a choice according to seniority. Everyone may ask for two (2) weeks in the Summer Season (June 15 to September 15).

I. Notification.

Employees will supply valid working telephone numbers and addresses to their appropriate Supervisors and must report in writing, any arrest or summons issued in lieu of arrest (except M.V. Violations) upon reporting for duty immediately following the incident.

J. All current provisional and new employees will be given training, on the job or otherwise, within the discretion of the City.

Employees will be evaluated and given no more than two chances to pass an evaluation test to be given by the City.

Successful completion of training and evaluation testing is required for employees continued employment and subsequent eligibility for permanent employment.

This Article is subject to reopening at such time as the Unified Communications Center is created and becomes operational.

**ARTICLE 35**  
**FIRE DEPARTMENT DISPATCHERS**

1. The work week for Fire Dispatchers will consist of 33.6 hours per week over a five (5) week cycle. The cycle will begin with a ten (10) hour shift commencing at 8:00 A.M. and ending at 6:00 P.M.; on day two, the shift will be fourteen (14) hours and commences at 6:00 P.M. and ends at 8:00 A.M. Days three, four and five will be days off and then the schedule repeats itself, etc. Beginning on or about November 1, 2006, the City will implement experimental shift changes for a period of not less than 12 months, with the experimental shifts to begin at 7:00 AM and to end at 5:00 P.M. and to begin at 5:00 PM and to end at 7:00 AM. At the expiration of the 12 month experimental period, the City may, within its sole discretion, continue the shift changes or restore the original shifts.

2. Vacation.

(a) Provisionally/temporarily employed dispatchers shall receive 67.5 hours of vacation in each calendar year.

(b) Permanently employed dispatchers hired before December 31, 1996 shall be entitled to the following hours of vacation:

Amount of Service:

Up to end of 1st calendar year	6.75 per month
Next full calendar year	81.
2 to 5 years of service	101.
6 to 10 years of service	121.5
11 to 15 years of service	148.5
16 and greater years of service	169.

(c) Permanently employed dispatchers hired after December 31, 1996 shall be entitled to the following hours of vacation, except that no permanently employed dispatcher shall have his or her vacation reduced in any calendar year to an amount of hours that is less than the amount of vacation hours allowed for that employee in calendar year 2002:

Amount of Service:

Up to end of 1 calendar year	6.75/per month
Next full calendar year	81.0
2 to 5 years of service	88.0
6 to 10 years of service	101.0
11 to 15 years of service	121.5
16 and greater years of service	135.0

3. Sick Leave.

All permanently employed dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment and 101.00 hours in each calendar year thereafter.

All provisionally/temporarily employed dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment not to exceed 67.5 hours and then 67.5 hours for each calendar year thereafter.

4. Personal Business Days.

Effective January 1, 2010 each dispatcher shall be entitled to 20.25 hours off per annum. No dispatcher shall be entitled to accumulate or utilize personal business hours until they have completed one (1) year of service with the City.

5. Holiday Pay.

In lieu of time off for holidays each dispatcher shall receive 94.5 hours at straight time rate of pay in cash payable in the first pay period in July of each calendar year.

6. Overtime.

All hours worked in excess of 184 hours in any five (5) week cycle shall be paid at time and one-half rate of pay. No overtime rate of pay shall apply to any hours worked in any five (5) week cycle until the 184 hours minimum is exceeded. "Hours worked" is defined in Article 15, Section C. 1. of the contract.

When overtime is required, those Fire Dispatchers who are currently on the shift will be asked first. Next, a voluntary list will be established for those Fire Dispatchers willing to work overtime and will be utilized. If, after utilizing these two options, the shift is not manned, overtime will become mandatory for those on the current shift, with the least senior person first, second least senior next etc. on a rotating basis. No one shall be required to work a triple shift.

7. Holidays.

If on a particular shift a dispatcher is absent for any reason, management may, within its sole discretion, call in a replacement dispatcher. If no dispatcher is available on a call-in basis, dispatchers who worked the immediately preceding shift will be held over to maintain that level of staffing that in the opinion of management is adequate.

8. Call in.

Employees will be required to call in exceptions (sick and personal business days) at least four (4) hours prior to the starting time of their shift. Employees will be required to call in single-use vacation days at least twenty four (24) hours in advance. Compensatory days shall be mutually scheduled between Management and the Employee.

9. Shift Differential.

Will not be applicable to Fire Dispatchers.

10. Uniforms.

Will be provided by the City.

11. All Fire Dispatchers hired on or after June 3, 1998 will start at an annual salary of \$22,500.00.

This Article is subject to reopening at such time as the Unified Communications Center is created and becomes operational.

**ARTICLE 36**  
**MISCELLANEOUS**

A. In the event an employee is suspended as a result of disciplinary action, the Union shall be forthwith notified of said action. No employee shall be disciplined except for just cause.

B. Part-time employees (those employees working twenty (20) hours or over) shall receive hospitalization, life insurance and a pro-rata share of monetary increases mandated by this Agreement.

C. The City agrees to pay for special licenses required for driving certain vehicles.

D. The City and the Union will share equally in the cost of the printing of contracts. The Union guarantees fifty (50) copies of the contract to be supplied to the City.

E. All personnel information as permitted by law will be available to members of the bargaining unit upon prior notice to the Personnel Department.

F. Municipal Court Clerks shall continue to work court hours on court nights in lieu of their regular shift on those days.

G. The City shall not be required to augment the funds provided under any grant program in order to fund salary increases provided under this Agreement. Any increases provided to such employees shall be funded only to the extent possible with funds available through the grant program.

H. The City and Union agree to jointly study the feasibility of instituting a self-supporting disability program.

I. In full settlement of any claim resulting from the former language contained in Article 26, Paragraph D, the City hereby agrees to provide a single lump sum payment of seven thousand five hundred dollars (\$7,500.00) to Local 246 in exchange for the release as previously executed regarding the settlement of said dispute.

**ARTICLE 37**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of July 1, 2008 and shall remain in effect to and including June 30, 2011 without any reopening date subject to the language set forth in Articles 34 and 35 with respect to reopening.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011.

WITNESS

JERSEY CITY PUBLIC EMPLOYEES,  
INC., LOCAL 246

  
\_\_\_\_\_  
H.K. CAROL, PRESIDENT

ATTEST:

  
\_\_\_\_\_  
ROBERT BYRNE  
CITY CLERK

CITY OF JERSEY CITY

  
\_\_\_\_\_  
BRIAN O'REILLY  
BUSINESS ADMINISTRATOR

DATED: